### **ORIGINAL**



1 BEFORE THE ARIZONA CORPORATION COMMISSION COMMISSIONERS DOUG'LITTLE - CHAIRMAN 3 **BOB STUMP BOB BURNS** 4 TOM FORESE ANDY TOBIN 5 6 IN THE MATTER OF THE APPLICATION OF DOCKET NO. E-01933A-15-0239 7 TUCSON ELECTRIC POWER COMPANY FOR APPROVAL OF ITS 2016 RENEWABLE ENERGY STANDARD IMPLEMENTATION PLAN. IN THE MATTER OF THE APPLICATION OF DOCKET NO. E-01933A-15-0322 10 TUCSON ELECTRIC POWER COMPANY FOR THE ESTABLISHMENT OF JUST AND 11 NOTICE OF FILING REASONABLE RATES AND CHARGES DESIGNED TO REALIZE A REASONABLE SETTELEMENT AGREEMENT 12 REGARDING REVENUE RATE OF RETURN ON THE FAIR VALUE OF REQUIREMENT THE PROPERTIES OF TUCSON ELECTRIC 13 POWER COMPANY DEVOTED TO ITS OPERATIONS THROUGHOUT THE STATE OF 14 ARIZONA AND FOR RELATED APPROVALS. 15 16 17 Tucson Electric Power Company ("TEP"), on behalf of the Signatories to the Settlement 18 Agreement regarding Revenue Requirement ("Agreement"), hereby files the Agreement, a copy of 19 which is attached. 20 RESPECTFULLY SUBMITTED this 15th day of August 2016. 21 TUCSON ELECTRIC POWER COMPANY 22 23 Bradley S. Carroll Arizona Corporation Commission Tucson Electric Power Company 24 88 East Broadway, MS HQE910 DOCKETED 25 P.O. Box 711 Tucson, Arizona 85702 AUG 15 2016 26 and DOCKETED BY, 27

Michael W. Patten 1 Jason D. Gellman Snell & Wilmer L.L.P. 2 One Arizona Center 400 East Van Buren Street 3 Phoenix, Arizona 85004 4 Attorneys for Tucson Electric Power Company 5 6 Original and 13 copies of the foregoing filed this 15th day of August 2016, with: 7 Docket Control 8 Arizona Corporation Commission 1200 West Washington Street Phoenix, Arizona 85007 10 Copies of the foregoing hand-delivered/mailed/e-mailed 11 this 15th day of August 2016, to: 12 Jane Rodda, Administrative Law Judge 13 Hearing Division Arizona Corporation Commission 14 400 West Congress Tucson, Arizona 85701 15 Robin Mitchell 16 Legal Division Arizona Corporation Commission 17 1200 West Washington Street 18 Phoenix, Arizona 85007 19 Thomas Broderick, Director **Utilities Division** Arizona Corporation Commission 20 1200 West Washington Street 21 Phoenix, Arizona 85007 22 Daniel W. Pozefsky, Chief Counsel **RUCO** 23 1110 West Washington, Suite 220 Phoenix, Arizona 85007 24 Barbara LaWall, Pima County Attorney 25 Charles Wesselhoft, Deputy County Attorney Pima County Attorneys' Office 26 32 North Stone Ave., Suite 2100 Tucson, Arizona 85701 27 Charles. Wesselhoft@pcao.pima.gov

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#### TUCSON ELECTRIC POWER COMPANY

DOCKET NOS. E-01933A-15-0322 AND E-01933A-15-0239

## SETTLEMENT AGREEMENT REGARDING REVENUE REQUIREMENT

**AUGUST 15, 2016** 

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# SETTLEMENT AGREEMENT REGARDING REVENUE REQUIREMENT IN DOCKET NOS. E-01933-A-15-0322 AND E-01933A-15-0239 TUCSON ELECTRIC POWER COMPANY'S REQUEST FOR RATE ADJUSTMENT

The purpose of this Settlement Agreement ("Agreement") is to settle disputed issues related to the revenue requirement in Docket No. E-01933-A-15-0322 and E-01933A-15-0239, Tucson Electric Power Company's ("TEP" or "Company") application to increase rates. This Agreement is entered into by the following entities:

Tucson Electric Power Company
Arizona Corporation Commission Utilities Division ("Staff")
Residential Utility Consumer Office ("RUCO")
Freeport Minerals Corporation ("Freeport Minerals")
Arizonans for Electric Choice and Competition ("AECC")
Arizona Investment Council ("AIC")
Western Resource Advocates ("WRA")
Wal-Mart Stores, Inc. and Sam's West, Inc. (collectively "Wal-Mart")
Noble Americas Energy Solutions, LLC ("Noble Solutions")
The Kroger Co. ("Kroger")
Sierra Club

These entities shall be referred to collectively as "Signatories", a single entity shall be referred to individually as a "Signatory."

#### I. RECITALS

- 1.1 TEP filed a rate application with the Arizona Corporation Commission ("Commission") in Docket No. E-01933-A-15-0322 on November 5, 2015. The application was found to be sufficient on December 7, 2015. The rate case docket was subsequently consolidated with Docket No. E-01933-A-15-0239 ("TEP 2016 REST Plan docket") on April 6, 2016.
- 1.2 The Commission granted applications for intervention filed by RUCO, Freeport-Minerals and AECC (collectively "AECC"), Arizona Public Service Company, Southwest Energy Efficiency Project ("SWEEP"), IBEW Local 1116 ("IBEW"), Sierra Club, The United States Department of Defense and all Other Federal Executive Agencies ("DOD"), AIC, Arizona Community Action Association, Vote Solar, Arizona Solar Energy Industries Association, Energy Freedom Coalition of America, Kevin Koch, Noble Solutions, SOLON Corporation, Kroger, Wal-Mart, Western Resource Advocates, Arizona Competitive Power Alliance, Arizona Solar Deployment Alliance, Arizona Utility Ratepayer Alliance, Southern Arizona Homebuilders Association, Pima County, The Alliance for Solar Choice, Tucson Meadows, L.L.C., Bruce Plenk, and Bryan Lovitt (collectively "Parties").
- Pursuant to the December 14, 2015 Procedural Order in this docket, the following parties filed direct testimony (except that related to rate design and cost of service) on June 3, 2016: Staff, RUCO, AECC, IBEW, SWEEP, DOD, WRA, Wal-Mart, and Sierra Club. On July 25, 2016, TEP filed rebuttal testimony.
- 1.4 Staff filed a Notice of Settlement Discussions regarding revenue requirement only on July 28, 2016. Settlement discussions on revenue requirement took place on August 5, 2016. The settlement discussions were open, transparent, and inclusive of all Parties to this Docket who desired to participate in person or telephonically. All Parties to this Docket were notified of the settlement meeting, were encouraged to participate in the negotiations, and were provided with an opportunity to participate.
- 1.5 The terms of this Agreement are just, reasonable, fair, and in the public interest in that they, among other things, establish a just and reasonable revenue requirement for TEP and its customers; promote the convenience, comfort and safety, and the preservation of health, of the employees and patrons of TEP; resolve revenue requirement issues arising from this Docket; and avoid additional litigation expense relating to the revenue requirement issues in this proceeding.

- 1.6 The Signatories believe that this Agreement balances the interests of both TEP and its customers.
- 1.7 The Signatories request that the Commission adopt this Agreement such that the revenue requirement provisions contained herein may become effective following the issuance of a final Order in this Docket by the Commission.

#### TERMS AND CONDITIONS

#### II. RATE INCREASE

- TEP shall receive a non-fuel base rate increase of \$81,500,000 over adjusted test-year non-fuel retail revenues, reflecting a total non-fuel revenue requirement of \$714,022,900. Attachment A sets forth the adjustments to TEP's initial request for a non-fuel base rate increase of \$109,500,000 that results in the settlement amount.
- TEP's average base fuel rate shall be set to \$0.0325559 to recover a total of \$289,147,243 in base fuel revenues. Present rates include an average base fuel rate of \$0.032335.
- 2.3 TEP's total revenue requirement shall be \$1,003,170,143.
- Of the allowed non-fuel base rate increase, \$15,243,913 is contingent upon TEP purchasing a 50.5% share of Unit 1 of Springerville Generating Station ("SGS Unit 1). The portion of the rate increase is not effective until after the purchase has been completed and a final Order has been issued in this docket. This amount was originally proposed by TEP to be collected through the PPFAC. As such, recovery of this amount through non-fuel rates represents a revenue neutral change to the agreed upon revenue requirement.
- The Company's jurisdictional fair value rate base ("FVRB") used to establish the rates agreed to herein is \$2,843,985,854, representing an average of the original cost rate base ("OCRB") of \$2,045,203,460 and the replacement cost new less depreciation rate base ("RCND") of \$3,633,027,972.

#### III. COST OF CAPITAL

The actual test year capital structure comprised of 49.97% long-term debt and 50.03% common equity shall be adopted.

- 3.2 A return on common equity of 9.75% and an embedded cost of long-term debt of 4.32%, resulting in a weighted average cost of capital of 7.04%.
- 3.3 A fair value rate of return of 5.34%, which includes a rate of return on the fair value increment of rate base of 1.00%, shall be adopted.
- 3.4 The provisions set forth herein regarding the quantification of cost of capital, fair value rate base, fair value rate of return, and the non-fuel revenue requirement are made for purposes of settlement only and should not be construed as admissions against interest or waivers of litigation positions related to other or future cases.

#### IV. DEPRECIATION AND AMORTIZATION

4.1 The depreciation and amortization rates proposed by TEP in its rebuttal testimony shall be adopted, except (i) that the rates for San Juan Generating Station shall be adjusted to reflect a depreciable life of TEP's total investment, including the Balanced Draft project, at San Juan Unit 1 of six (6) years; (ii) \$90 million of excess distribution reserves will be transferred to San Juan Unit 1 and (iii) a change to depreciation rates on TEP's distribution plant to offset the change in depreciation expense for San Juan Unit 1. TEP will file, with its testimony in support of the Settlement, schedules setting forth the applicable depreciation and amortization rates, including those for San Juan Unit 1.

#### V. SPRINGERVILLE UNIT 1

- 5.1 TEP shall file a notice in this Docket upon the completion of its pending purchase of a 50.5% interest in SGS Unit 1. If the purchase is completed after the effective date of new rates, the \$15,243, 913 million of contingent non-fuel base rate relief will be made effective within 30 days of the notice date.
- 5.2 TEP shall not request rate base treatment of the purchase price paid for the 50.5% share of SGS Unit 1 until its next general rate case.
- 5.3 The leasehold improvements associated with a 50.5% share of SGS Unit 1 shall be included in OCRB at the net book value ("NBV") as of December 31, 2016. Amortization of these plant investments will continue as approved in TEP's last rate case (Decision No. 73912 (June 27, 2013)).

#### VI. ADDITIONAL SETTLEMENT PROVISIONS

6.1 TEP shall write down the NBV of its headquarters building by \$5 million resulting in a \$5 million reduction to the total Company OCRB within 30 days following the issuance of a final Order in this docket. The provisions of Section

- 8.3 notwithstanding, the Signatories agree that they will not seek alternative rate treatment, or additional write-downs of the headquarters building, in future rate proceedings.
- 6.2 TEP's OCRB shall include post-test year plant that is verified and in service as of June 30, 2016 of \$49.6 million, and post-test year renewable generation plant of \$4.8 million.
- 6.3 Certain issues related to the Company's rate application, including but not limited to rate design, the Lost Fixed Cost Recovery mechanism, the Buy-Through Tariff, the inclusion of Energy Efficiency Program Funding in base rates, the Purchase Power Fuel Adjustor, net metering remain unresolved by this Agreement, and the Signatories agree to present their respective positions in the hearing scheduled in this proceeding. This provision is not intended to limit any Signatory's ability to present its position on these unresolved issues.

#### VII. COMMISSION EVALUATION OF PROPOSED SETTLEMENT

- 7.1 All currently filed testimony and exhibits regarding revenue requirement shall be offered into the Commission's record as evidence.
- 7.2 The Signatories shall file testimony in support of the Agreement as part of their Surrebuttal or Rejoinder testimonies or as otherwise provided by Procedural Order modifying the procedural schedule.
- 7.3 The Signatories recognize that Staff does not have the power to bind the Commission. For purposes of proposing a settlement agreement, Staff acts in the same manner as any party to a Commission proceeding.
- 7.4 The Signatories recognize that the Commission will independently consider and evaluate the terms of this Agreement. If the Commission issues an order adopting all material terms of this Agreement, such action shall constitute Commission approval of the Agreement. Thereafter, the Signatories shall abide by the terms as approved by the Commission.
- 7.5 If the Commission fails to issue an order adopting all material terms of this Agreement, any or all of the Signatories may withdraw from this Agreement, and such Signatory or Signatories may pursue without prejudice their respective remedies at law. For purposes of this Agreement, whether a term is material shall be left to the discretion of the Signatory choosing to withdraw from the Agreement. If a Signatory withdraws from the Agreement pursuant to this

paragraph and files an application for rehearing, the other Signatories, except for Staff, shall support the application for rehearing by filing a document with the Commission that supports approval of the Agreement in its entirety. Staff shall not be obligated to file any document or take any position regarding the withdrawing Signatory's application for rehearing.

#### VIII. MISCELLANEOUS PROVISIONS

- 8.1 This case has participants with widely diverse revenue requirement positions. To achieve consensus for the settlement of revenue requirement issues, many participants are accepting positions that, in any other circumstances, they would be unwilling to accept. They are doing so because this Agreement, as a whole, is consistent with the public interest and with long-term interests of the undersigned parties as to issues or matters resolved by this Settlement Agreement. The acceptance by any Signatory of a specific element of this Agreement shall not be considered as precedent for acceptance of that element in any other context.
- 8.2 No Signatory is bound by any position asserted in negotiations, except as expressly stated in this Agreement. No Signatory shall offer evidence of conduct or statements made in the course of negotiating this Agreement before this Commission, any other regulatory agency, or any court.
- 8.3 Neither this Agreement nor any of the positions taken in this Agreement by any of the Signatories may be referred to, cited, and/or relied upon as precedent in any proceeding before the Commission, any other regulatory agency, or any court for any purpose except to secure approval of this Agreement and enforce its terms.
- 8.4 To the extent any provision of this Agreement is inconsistent with any existing Commission order, rule, or regulation, this Agreement shall control.
- 8.5 Each of the terms of this Agreement is in consideration of all other terms of this Agreement. Accordingly, the terms are not severable.
- 8.6 The Signatories shall make reasonable and good faith efforts necessary to obtain a Commission order approving this Agreement. The Signatories shall support and defend this Agreement before the Commission. Subject to Paragraph 7.5 above, if the Commission adopts an order approving all material terms of the Agreement, the Signatories will support and defend, or agree not to oppose, the Commission's order before any court or regulatory agency in which it may be at issue.

8.7 This Agreement may be executed in any number of counterparts and by each Signatory on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may also be executed electronically or by facsimile.

ARIZONA CORPORATION COMMISSION UTILITIES DIVISION STAFF

By In a. though
Title Director, Vhil. tim
Date_ 8/15/16
TUCSON ELECTRIC POWER COMPANY
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By
Title

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ARIZONA CORPORATION COMMISSION UTILITIES DIVISION STAFF
By
Title
Date
TUCSON ELECTRIC POWER COMPANY
By A
Title CEO
Date 5/15/16

RESIDENTIAL UTILITY CONSUMER OFFICE

Date 8/15/16

ARIZONANS FOR ELECTRIC CHOICE AND COMPETITION

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Date

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SIERRA CLUB

By \_\_\_\_Travis Ritchie

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Title Staff Attorney

Date\_\_8-15-2016

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Date 5/12/

NOBLE AMERICAS ENERGY SOLUTIONS,

LLC

By Lowar V. Robanton, Ju

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Date August 15, 2016

THE KROGER CO.

Title Attorne;

Date 8/15/18

WAL-MART STORES, INC. and SAM'S WEST,

INC.

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15, 20110

ARIZONA INVESTMENT COUNCIL

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Date 8/15/201

# ATTACHMENT A TO REVENUE REQUIRMENT SETTLEMENT AGREEMENT AUGUST 15, 2015

	TUCSON ELECTRIC POWER	POWER			
COMPARISON OF A	COMPARISON OF ADJUSTMENTS TO REVENUE REQUIREMENT	REVENUE REQUIR	EMENT		
- Lucian de la company de la c	TEST YEAR ENDED JUNE 30, 2015	IE 30, 2015		, (A.)	
	ACC JURISDICTION	Š			
ATTACHME	TTACHMENT A TO SETTLEMENT AGREEMENT	INT AGREEMENT			
	华	431		Totai	
	As Filled	Rebuttai	Settlement	Difference	Explanation of TEP Revisions
Original Cosi Rate Base - Unadjusted	\$2,108,583,243	\$2,108,583,243	\$2,108,583,243	,	
Rate Base Adjustments					
Jurisdictional Allocation (Demand and Energy)	9	(32,996,491)	(32,996,401)	(32.996,491)	impact of change to jurisdictional altocations except for impacts to rate base adjustments listed below.
S63 CHF	(41.966,722)	(41,239,083)	(41,239,083)	727,640	Impact of change to justisdictional altocations
Fortis Merger Rale Base Adjustment	(522.398)	(517,560)	(517,560)	4,838	Impact of change to jurisdictional altocations
Assel Retirement Obligation	,	5	•	ì	
Post Test Year Plant	51,782,029	51,003,979	49,627,152	(2,154,877)	Settlement Position - Exclude plant not in service prior to June 2016
Post Test Year Plant - Renewables	20,794,266	20,433,724	4,815,398	(15,978,858)	Settlement Position - Exclude plant not in service prior to June 2016
Defayed Unitization	13,237,543	13,118,186	13,118,186	(119,357)	Impact of change to jurisdictional altocaliens
Accumulated Deferred Investment Tax Credit (ITC)	30,341,626	30,341,626	30,341,626	ſ	
Accumulated Deferred Income Taxes	(58,308,686)	(57,662,694)	(53,460,485)	4,848,201	Impact of change to jurisdictional altocations and conforming changes
ADIT - Extension of Bonus Depreciation	,	(12,672,205)	(12,673,409)	(12,673,409)	ADIT related to extension of bonus depteciation
San Juan Unit 2	,	0)	G.	5	
Sundi Coal Handling facilities	(19,120)	(18,789)	(18,789)	33‡	Impact of change to jurisdictional altocations
SGS Linit 1 Lease Equity (related to 14.1% acquisition in 2006)	5,855,471	6,736,507	6,736,607	(118,864)	Impact of change to junisdictional affocations
SGS Leashold Amortization Roll Forward	,	4	(3,582,976)	(3,582,976)	And the state of t
Sundi & San Juan M&S	1,225,594	1,958,711	1,956,711	731,117	Increase is to to the revision of obsolete inventory at Sundi
Head Quarters	5	t	(4,322,455)	(4,322,455)	Settlement Position - \$5M Write-down of TEP's investment in the HQ building
Working Capital	(27,325,154)	(20,740,139)	(21,164,215)	6,160,939	Impact of changes to pro forma adjustments.
Accumulated Depreciation adj and LTI	-	s	5	5	
Total Adjustments	(3,905,553)	(42,256,127)	(63,379,783)	(69,474,230)	

	TUCSON ELECTRIC POWER	POWER		***************************************	
COMPARISON OF A	COMPARISON OF ADJUSTMENTS TO REVENUE REQUIREMENT	REVENUE REQUIF	EMENT		The state of the s
SIL	TEST YEAR ENDED JUNE 30, 2015	VE 30, 2015			
	ACC JURISDICTION	NON			
ATTACHME	ATTACHMENT A TO SETTLEMENT AGREEMENT	ENT AGREEMENT			
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	â	â		Total	
	As Filed	Rebuttal	Settlement	Difference	Explanation of TEP Revisions
Pro Forma OCRB	2,104,677,690	2,066,327,116	2,045,203,460		
Proposed Rate of Return	7,34%	7,18%	7,04%		
					**************************************
Required Operating Income OCRB	\$154,415,180	\$147,984,232	\$143,913,380		
Fair Value Increment of Rale Base	\$808,601,065	790,986,197	798,782,394		
Fair Value Rate Base (FVRB)	\$2,913,278,745	\$2,857,875,183	\$2,843,985,854		
Proposed FVROR	\$,69%	5.57%	5,34%		
	455 000 245	460 904 993	151 001 206		AND ALL THE RESIDENCE CONTROL OF THE PROPERTY
Kequred Uperaling Income on PVM3	ni eroseroni	100,625,546.8	20,000		
Implied ROR on Fair Value Increment of Rate Base	1.42%	1.42%	1,00,1		
		A			
THE CONTRACTOR OF THE CONTRACT		***************************************			ANNONPONIONI (ANNO ANNO ANNO ANNO ANNO ANNO ANNO ANN
Original Operating Income - Unadjusted	\$318,271,141	\$318,271,141	\$318,271,141		
Operating Income Adjustments					
Operating Revenue Adjustments					
Lost Fixed Cost Reverage	(10,719,946)	(10,719,946)	(10,719,946)	ì	
Reverue Reduction Industrial Customer Curtainment		A CONTRACTOR OF THE PROPERTY O	(4,579,770)	(4,578,770)	This reflects the five million dollar write-down to the Headquarters Building per ACC Jurisdiction.
Ervironnental Cost Adjustor	(1,280,631)	(1,280,631)	(1,250,631)	٠	
PEST and DSM	(48,370,058)	(48,370,058)	(48,370,058)	ŧ	
Non-Relait & Non Recuring Revenue	(112,150)	(112,150)	(112,150)	2	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
Springerville Linux 3 & 4	(111,913,082)	(111,813,089)	(111,813,089)	,	
Power Supply Management	(1,099,586)	(1,099,586)	(1,039,585)	ł	
Customer, Weather and Recalculation of Untilled Revenue	(4,791,733)	(4,791,733)	(4,791,733)	,	

	TUCSON ELECTRIC POWER	OWER			
COMPARISON OF A	ARISON OF ADJUSTMENTS TO REVENUE REQUIREMENT	EVENUE REQUIR	EMENT		
TES	TEST YEAR ENDED JUNE 30, 2015	E 30, 2015			
	ACC JURISDICTION	NO			
ATTACHME	ATTACHMENT A TO SETTLEMENT AGREEMENT	NT AGREEMENT			
		The same		Total	
	di i	LE P	0.000.000.000	Diffusions	Exclanation of TEP Revisions
Base Cost of Fluel & Purchased Power	(17,815,595)	(32,594,041)	(52,584,041)	(14,778,446)	Vaniance is due to a decrease in KWh sales (from 9.021M to 8,881M) and a decrease in the proposed PPFAC rate (from 3,3692 to 3,2559).
Miscalaneous Service Revenue	284,370	284,370	284,370	3	
TEP Headquarters - Retail Space	250,000	250,000	250,000	•	
Total Adjustments to Operating Revenues	(195,448,418)	(210,226,864)	(214,806,634)	(19,358,216)	
Uperating Expense Agustinatus Lirisdictional Allocation (Demand and Energy)		(2,619,840)	(2,519,640)	(2,619,840)	Impact of change to junisdictional affocations except for impacts to operating expense adjustments listed below.
REST and DSM	(19,891,996)	(19,769,856)	(19,769.958)	122,040	impact of change to jurisdictional allocations
Non-Retail & Non Recurting Reversue	(1,696,421)	(1,663,540)	(1,563,540)	32,881	Impact of change to jurisdictional allocations
Springerville Units 3 & 4	(84,382,545)	(83,129,337)	(83,129,337)	1,253,210	Impact of change to jurisdictional allocations
Sales of SO2 Allowances	47	47	47	ì	
Sales for Resale	(162,821,057)	(162,821,057)	(162,821,057)		
Power Supply Management	(278,075)	(276,646)	(276,646)	1,429	Impact of change to jurisdictional allocations
Base Cost of Fuel & Purchased Power	226,811,827	212,033,380	212,033,380	(14,778,447)	See explanation in Operating Revenues section.
Gita River O&M	5,130,964	5,024,663	6,024,863	(106,301)	Impact of change to jurisdictional affocations
Springerville Unit 1	(11,858,130)	(11,384,664)	(11,384,564)	173,466	Impact of change to jurisdictional allocations
SGS Unit 1 Non Fuel O&M (50.5% Share)	5	15,243,913	15,243,913	15,243,913	Addition of ocn-fuel operating costs associated with the 50.5% share of SGS Unit 1.
Overhaul & Outage Normalization	5, 176,492	5,644,715	4,889,841	(286,651)	Settlameni Position - To reflect a six year historical average outage expense.
Paynoli Expense	2,264,794	2,250,757	1,657,363	(607,433)	Settlement Position - To exclude the 2017 2% payrolt increase related to Non- Classified employees.
Payrol Tax Expense	151,051	151,051	111,227	(39,824)	
Penson & Benefits	2,004,436	1,576,055	1,576,055	(428,381)	Removed SERP expense as proposed by Staff and RUCO.
Post-Retirement Benefits	1,339,160	1,339,160	1,339,160	1	

	TUCSON ELECTRIC POWER	20WER	000000000000000000000000000000000000000		ACCIONALISMO CONTRACTOR CONTRACTO
COMPARISON OF A	RISON OF ADJUSTMENTS TO REVENUE REQUIREMENT	RVENUE REQUIR	EMENT		
841	EST YEAR ENDED JUNE 30, 2015	IE 30, 2015	***************************************		THE PROPERTY OF THE PROPERTY O
AND THE PROPERTY OF THE PROPER	ACC JURISDICTION	NO			
ATTACHME	ATTACHMENT A TO SETTLEMENT AGREEMENT	ENT AGREEMENT			
					AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
					ACCIONATION DE LA COMPANION DE
	Ep.	4		Total	
And we despitately interpretable for the property of the prope	As Filed	Rebuttaf	Settlement	Difference	Explanation of TEP Revisions
Short-Term Incentive Compensation	702,980	1,578,745	(1,932,314)	(2,635,274)	Settlement Position - To reflect a 50/50 sharing between company and rate payer.
Rate Case Experse	107,834	107,834	(15,231)	(123,065)	Settlement Position - To reflect \$144 normalized over 4 years
Injuries and Damages	2,419	1,419	1,419	,	The state of the s
Wembership Dues	(212,596)	(212,690)	(212,690)	æ	Impact of change to jurisdictional alterations
Bad Detri Expense	(149,199)	(149, 199)	(149,199)	٠	
San Juan Unit 2 Direct Operating Cost	(3,921,687)	(3,869,457)	(3,869,457)	\$2,230	Impact of change to justodictional altocations
Low Term incentive Compensation	880,967	+	·	(380,967)	Remove long term incentive compensation as proposed by Staff.
Dept. & Amort, Expense	9,253,715	1,542,840	542,839	(7,710,876)	Decrease is due to removal of 2% inflation for dismanitement costs, and a -5% future net salvage value for distribution assets.
Post Test Year Plant Depreciation and Amortization	,	4,588,108	4,099,163	4,099,163	Settlement Position - To reflect the impact of Post Year plant exclusions.
Sundi & San Juan M&S	408,531	652,237	652,237	243,706	increase is due to an increase in obsolete Sundt coal handling inventory.
Property Tax Expense	3,119,696	3,119,770	3,119,770	74	Impact of change to jurisdictional allocations
Asset Retirement Obligation	(393,590)	(396,765)	(386,765)	5,825	impact of change to jurisdictional allocations
SGS Common Facilities Lease	(1,195,980)	(1,175,244)	(11,175,244)	20,736	impact of change to jurisdictional affocations
San Juan Unit 1 SCNR O&M	955,223	938,8651	938,661	(16,562)	Impact of change to junaticitional affocations
Fortis Merger Operating Income Adjustment	(31,175,174)	(31,176,174)	(31,176,174)		
Lime Expense		(1.612,486)	(1,612,486)	(1,512,486)	Company removed line expense included in last year related to our jointly bwhod facility. These costs are recovered in base cost of fuel
TEP Headquarters - Write Down	*	5	(109, 155)	(109, 155)	Settlement Position - \$5M Write-down of TEP's investment in the HD building
Outside Legal Expense			(1,124,730)	(1,124,730)	Settlement Position - To reflect the removal of litigation cost with Atterna.
Credit Card Processing Faos	3,475,500	e	ŧ	(3,475,500)	Removed credit card processing fees as proposed by Staff and RIXCO.
Income Tax Expense	(16,130,352)	(19,049,439)	(17.595,211)	(1,564,859)	Conforming changes

# 1 Part   Part	TUCSON ELECTRIC POWER	POWER		***************************************	
COMPARISON OF	COMPARISON OF ADJUSTMENTS TO REVENUE REQUIREMENT	REVENUE REQUIE	ZEMENT		AND THE RESERVE OF THE PROPERTY OF THE PROPERT
SIL	TEST YEAR ENDED JUNE 30, 2015	JE 30, 2015			advandence en
	ACC JURISDICTION	NO			
ATTACHME	ATTACHMENT A TO SETTLEMENT AGREEMENT	ENT AGREEMENT			THE REPORT OF THE PROPERTY OF
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	a m	169		Total	
No. or consideration of the contract of the co	As Filed	Rebuttal	Settlement	Difference	Explanation of TEP Revisions
Transmussion Expense Adjustment	95,464,952	93,719,409	90,043,570	(5,421,282)	Decrease in transmission expense reflects the impact of a usage reduction related to one of the Company's largest customers.
D&O Insurance	s	(21,105)	(21,105)	(21,105)	Accepted 50/50 sharing as proposed by RUCO and Staff.
Lobbying, Engloyee Recognition, Spot Award, Wellhess - New	ì	f		,	
Severance Pay	.,	(329,665)	(329,965)	(329,965)	Removed severance pay as proposed by RLICO.
Total Adjustments to Operating Expense	24,441,665	10,845,501	1,798,941	(22,642,724)	
	******				
Total Net Adjustments	(219,890,083)	(221 072,365)	(216,605,575)		
Adjusted Operating Income	\$58.351.058	\$97,198,776	\$101,865,566		
		***************************************	20 to 10 to		
Operating Income Deficiency	\$67,517,257	\$62,025,451	\$50,235,638		WANTED THE STATE OF THE STATE O
Grass Revenue Conversion Factor	1,6223	1.6223	1.6223		
Increase in Gross Revenue Requirement	\$109,534,118	\$100,624,630	\$81,487,921		